

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

IN RE:	)	CHAPTER 7
	)	
DAVID ESCOBEDO HIDALGO,	)	CASE NO. 21-54552-BEM
	)	
Debtor.	)	
<hr/>		
S. GREGORY HAYS, Chapter 7 Trustee for the	)	
Bankruptcy Estate of David Escobedo Hidalgo,	)	
	)	
Movant,	)	
	)	
v.	)	CONTESTED MATTER
	)	
FREEDOM MORTGAGE CORPORATION,	)	
CALIBER HOME LOANS, INC.,	)	
JACKSON GLENN HOMEOWNERS	)	
ASSOCIATION, INC., BUTTS COUNTY	)	
TAX COMMISSIONER, and DAVID	)	
ESCOBEDO HIDALGO,	)	
	)	
Respondents.	)	
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**SUPPLEMENT TO TRUSTEE’S MOTION FOR AN ORDER AUTHORIZING (A) THE  
SALE OF PROPERTY OF THE BANKRUPTCY ESTATE FREE AND CLEAR OF ALL  
LIENS, INTERESTS, AND ENCUMBRANCES AND (B) DISBURSEMENT OF CERTAIN  
PROCEEDS AT CLOSING**

COMES NOW S. Gregory Hays, as Chapter 7 trustee for the bankruptcy estate (the “**Trustee**”) of David Escobedo Hidalgo (“**Debtor**”), pursuant to 11 U.S.C. §§ 363(b), (f), and (m), and Fed. R. Bankr. P. 2002(a)(2), 6004(a), 6004(c), and 9014, through undersigned counsel, and files this supplement (the “**Supplement**”) to *Trustee’s Motion for an Order Authorizing (A) the Sale of Property of the Bankruptcy Estate Free and Clear of Liens, Interests, and Encumbrances*

*and (B) Disbursement of Certain Proceeds at Closing* [Doc. No. 28] (the “**Sale Motion**”). In support of the Supplement, Trustee respectfully shows:

### **Venue and Jurisdiction**

1. This Court has jurisdiction over this Supplement under 28 U.S.C. §§ 157 and 1334. Venue of this case in this District is proper under 28 U.S.C. §§ 1408 and 1409. This Supplement presents a core proceeding under 28 U.S.C. § 157(b)(2).

### **Background and Supplemental Information**

2. On September 13, 2022, Trustee filed his Sale Motion, seeking, among other things, authority from the Court to sell that certain real property with a common address of 114 Truman Court, Jackson, Georgia 30233-5044 (the “**Property**”) for a sale price of \$262,500.00, with a seller contribution of \$6,500.00, to Jeremy Davis (the “**Purchaser**”), “as is, where is.” *See* [Doc. No. 28].

3. Based on the appraised value of the Property, and to reduce the amount of funds that the Purchaser is required to deliver at the Closing of the proposed sale, the Purchaser requested to increase the Purchase Price<sup>1</sup> to \$268,000.00 along with an increase in the Trustee’s contribution to \$12,000.00.

4. Trustee had no issue with this proposed amendment, provided that there was no negative impact on the Bankruptcy Estate, including a waiver of any additional real estate agent commission.

5. The real estate agents have agreed to waive the additional real estate commission, so Trustee agreed to amend the Contract, as proposed.

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<sup>1</sup> Capitalized terms not defined in this Supplement shall have the meanings ascribed to them in the Sale Motion.

6. Attached hereto and incorporated herein by reference as Exhibit “A” is the second amendment to the Contract (the “**Second Amendment**”), which was originally attached to the Sale Motion as Exhibit “A.”

7. The Second Amendment increases the Purchase Price to \$268,000.00 and the Trustee’s contribution to \$12,000.00, and it includes a waiver of any additional real estate commission that would have resulted from the increased Purchase Price. The net effect for the Bankruptcy Estate will be exactly the same as would have resulted from the original Contract.

WHEREFORE, Trustee respectfully requests that the Court enter an Order:

- (a) Granting the Sale Motion, as supplemented;
- (b) Authorizing and approving the Contract, as amended, and the sale of the Property free and clear of all liens, claims, interests, and encumbrances;
- (c) Authorizing the distribution of certain proceeds at Closing, as set forth in the Sale Motion;
- (d) Authorizing the proposed sale to be consummated immediately as allowed by Federal Rules of Bankruptcy Procedure Rule 6004(h); and
- (e) Granting such other and further relief as the Court deems just or appropriate.

Respectfully submitted this 27th day of September, 2022.

ROUNTREE LEITMAN KLEIN & GEER, LLC  
*Attorneys for Trustee*

By: /s/ Michael J. Bargar  
Michael J. Bargar  
Georgia Bar No. 645709  
mbargar@rlkglaw.com

Century Plaza I  
2987 Clairmont Road, Suite 350  
Atlanta, Georgia 30329  
404-410-1220

**EXHIBIT “A” FOLLOWS**



# AMENDMENT TO AGREEMENT AMENDMENT # 2



Date: 09/13/2022

2022 Printing

**Whereas**, the undersigned parties have entered into a certain Agreement between Jeremy Davis ("Buyer") and S. Gregory Hays, as Chapter 7 trustee for bankruptcy estate of David Escobedo Hidalgo ("Seller"), with a Binding Agreement Date of 08/17/2022 for the purchase and sale of real property located at: 114 Truman CT, Jackson, Georgia 30233 and

**Whereas**, the undersigned parties desire to amend the aforementioned Agreement, it being to the mutual benefit of all parties to do so;

Now therefore, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations paid by each to the other, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to modify and amend the aforementioned Agreement as follows: [Note: The following language is furnished by the parties and is particular to this transaction.]

1. Buyer and Seller agree that (a) the Purchase Price in the Agreement shall be increased from \$262,500.00 (the "Original Purchase Price") to \$268,000.00 (the "New Purchase Price"); and (b) Seller's Contribution at Closing shall be increased from \$6,500 to \$12,000.00.

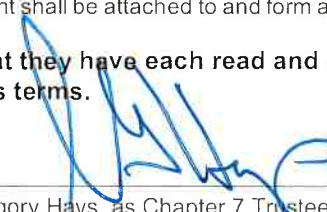
2. Seller, Buyer, Seller's Broker, and Buyer's Broker stipulate and agree that (a) Seller shall only be responsible for real estate agent commission based on the Original Purchase Price of \$262,500.00; and (b) Seller shall not pay an increased real estate agent commission as a result of the New Purchase Price.

☐ Additional pages (F801) are attached.

It is agreed by the parties hereto that all of the other terms and conditions of the aforementioned Agreement shall remain in full force and effect other than as modified herein. Upon execution by all parties, this Amendment shall be attached to and form a part of said Agreement.

**By signing this Amendment, Buyer and Seller acknowledge that they have each read and understood this Amendment and agree to its terms.**

 Jeremy Davis 09/20/22  
1 Buyer's Signature Jeremy Davis

  
S. Gregory Hays, as Chapter 7 Trustee for the bankruptcy estate of David Escobedo Hidalgo (Case No. 21-54552-BEM)


2 Buyer's Signature

2 Seller's Signature

☐ Additional Signature Page (F267) is attached.

☐ Additional Signature Page (F267) is attached.

ABR Realty Group, LLC  
Buyer Brokerage Firm  
 Demetrius Andrews 09/20/22  
Broker/Affiliated Licensee Signature

Century 21 Crowe Realty  
Seller Brokerage Firm  
  
Broker/Affiliated Licensee Signature

Atlanta Realtors Association  
REALTOR® Membership

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**Acceptance Date.** The above Amendment is hereby accepted, 2:15 o'clock p.m. on the date of 09/20/22, ("Acceptance Date"). This Amendment will become binding upon the parties when notice of the acceptance of the Amendment has been received by offeror. The offeror shall promptly notify offeree when acceptance has been received.

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F701, Amendment to Agreement, 01/01/22

### CERTIFICATE SERVICE

This is to certify that I, Michael J. Bargar, am over the age of 18 and that on this day I have caused to be served a copy of the forgoing *Supplement to Trustee's Motion for an Order Authorizing (A) the Sale of Property of the Bankruptcy Estate Free and Clear of Liens, Interests, and Encumbrances and (B) Disbursement of Certain Proceeds at Closing* by depositing in the United States mail a copy of same in a properly addressed envelope with adequate postage affixed thereon to assure delivery by first class United States Mail to the following persons at the addresses stated:

Office of the United States Trustee  
362 Richard B. Russell Bldg.  
75 Ted Turner Drive, SW  
Atlanta, GA 30303

Stanley C. Middleman, CEO  
Freedom Mortgage Corporation  
951 Yamato Road, Suite 175  
Boca Raton, FL 33431

Caliber Home Loans, Inc.  
c/o J. Kelsey Grodzicki  
Winter Capriola Zenner, LLC  
One Ameris Center, Suite 800  
3490 Piedmont Road, NE  
Atlanta, GA 30305

Freedom Mortgage Corporation  
c/o C T Corporation System  
289 South Culver Street  
Lawrenceville, GA 30046-4805

Tania R. Tuttle  
McLain & Merritt, PC  
11625 Rainwater Drive, Ste. 125  
Alpharetta, GA 30009

Nancy Washington  
Tax Commissioner  
Butts County Georgia  
625 West 3rd Street  
Jackson, GA 30233

Sanjiv Das, CEO  
Caliber Home Loans, Inc.  
1525 South Belt Line Road  
Coppell, TX 75019

Jeremy Davis, CEO  
Jackson Glenn Homeowner's Association,  
Inc.  
2180 West SR 434, Ste. 5000  
Longwood, FL 32779

Caliber Home Loans, Inc.  
c/o C T Corporation System  
289 S. Culver Street  
Lawrenceville, GA 30046-4805

Jackson Glenn Homeowner's Association,  
Inc.  
c/o Sentry Management, Inc.  
303 Corporate Center Dr., Ste. 300A  
Stockbridge, GA 30281

Stanley C. Middleman, CEO  
Freedom Mortgage Corporation  
907 Pleasant Valley Avenue, Suite 3  
Mount Laurel, NJ 08054

Christopher Nogales  
Nogales & Associates, LLC  
Bldg 3, Suite D  
1805 Herrington Lane  
Lawrenceville, GA 30043

David Escobedo Hidalgo  
915 Ashley Parkway  
Lawrenceville, GA 30043

Michael Campbell  
Attention: Denise Hammock  
Campbell & Brannon, LLC  
5565 Glenridge Connector, Suite 350  
Atlanta, GA 30342

Steven J. Flynn  
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3333 Piedmont Road NE  
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Bradley Arant Boult Cummings LLP  
One Federal Place  
1819 Fifth Avenue North  
Birmingham, AL 35203-2119

Ceci Johnson  
Century 21 Crown Realty  
4080 Highway 42  
Locust Grove, GA 30248

This 27th day of September 2022.

/s/ Michael J. Bargar  
Michael J. Bargar  
Georgia Bar No. 645709